

CERTIFICATE OF COVERAGE
GROUP TERM LIFE AND ACCIDENTAL
DEATH AND DISMEMBERMENT
INSURANCE

MINNESOTA LIFE INSURANCE COMPANY

400 North Robert Street
St. Paul, MN 55101-2098

CERTIFIES that it has issued and delivered a Group Insurance Policy to the Policyholder shown below insuring certain Employees of the Employer shown below.

EMPLOYER: STATE OF GEORGIA
(STATE MERIT SYSTEM AND DEPARTMENTS)

POLICYHOLDER: EMPLOYEE BENEFIT PLAN COUNCIL

STATE OF ISSUE: GEORGIA

GROUP POLICY NO.: 33352-G

EFFECTIVE DATE: July 1, 2005

This certificate is furnished in accordance with and subject to the provisions of the group life, dependent life and/or accidental death and dismemberment insurance policy referenced above and is issued to the EMPLOYEE BENEFIT PLAN COUNCIL on behalf of the STATE OF GEORGIA. The certificate is the certificate of coverage to be delivered to Employees who select life, dependent life and/or accidental death and dismemberment insurance under the Flexible Benefits Program. The contract rights of an Employee insured under this group policy will be governed solely by the policy issued to the EMPLOYEE BENEFIT PLAN COUNCIL.

This booklet describes the benefits of the group policy. Final interpretation of any described benefit is governed by the policy.

This booklet is your certificate of insurance only when you are entitled to the insurance provided by the group policy as an eligible employee, you elect this coverage, and you retain coverage in accordance with the terms and conditions of the group policy. This booklet is void if you are not entitled to, or have ceased to be entitled to, the coverage.

This booklet supersedes and replaces all certificates of coverage previously issued to you for life and accidental death and dismemberment insurance under the State of Georgia, Flexible Benefits Program. This certificate describes the coverage in effect as of July 1, 2005. If the Group Policy is changed in a way which will affect the insurance, a rider or a new booklet will be issued to describe the change.



Secretary



President

MINNESOTA LIFE INSURANCE COMPANY

NOTICE

If you have a disability and need assistance, please notify the Flexible Benefits Program at (404) 656-2730, if it is a local Atlanta call, or call toll-free at (888) 968-0490 outside the local area. For TDD Relay Service only: 1-800-255-0056 (Text-telephone) or 1-800-255-0135 (voice).

Table of Contents

	Page Number
GENERAL PROVISIONS	4
Glossary of Terms.....	4
Employee Eligibility	4
Coverage Effective Date	5
Premium Payments and Leave Without Pay	5
Coverage Termination	6
EMPLOYEE LIFE INSURANCE	6
Benefits Available	6
ADEA (Age Discrimination in Employment Act/Age Reductions)	6
Benefit Salary Changes	7
Evidence of Insurability	7
Beneficiary	7
DEPENDENT LIFE INSURANCE	8
Benefits Available	8
Evidence of Insurability	8
Coverage Effective Date	9
Eligible Dependents	9
Coverage Termination	10
Beneficiary	10
Suicide	10
LIFE INSURANCE PAYMENTS AND CONTINUATIONS	10
Disability.....	10
Total Disability - Annual Proof (Waiver of Premium)	11
Total Disability - One Year Continuance.....	11
Continued Death Benefit and Conversion Privilege	12
Suicide	12
Assignment	12
ACCELERATED BENEFITS	12
LIFE INSURANCE PORTABILITY PRIVILEGES	13
APPLYING FOR CONVERSION IF PORTABLE LIFE COVERAGE IS NOT AVAILABLE	15
CONVERSION PRIVILEGE	15
Limited Conversion If State Cancels Policy	15
Premiums.....	15
Death During The Thirty-One Day Conversion Period	16
Applying For Conversion.....	16
EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	16
Benefits Available -- Coverage Amount.....	16
Loss of Life, Limb, Sight, Speech or Hearing	16
Permanent Total Disability	17
Reserve -- National Guard Coverage	17
Exposure and Disappearance.....	18
Repatriation Benefit	18
Seatbelt(s) and Air Bag Benefit	18
Pilot or Crew Member Benefit.....	18
Exclusions	19

Table of Contents (cont.)

Beneficiary 19

Assignment 19

ACCIDENTAL DEATH AND DISMEMBERMENT

PORTABILITY PRIVILEGE 20

 Death During The Thirty-One Day Portability Period..... 20

 Applying for Portability 21

FILING A CLAIM 21

 How To File A Claim 21

 Notice and Proof of Claim 21

 Payment of Claim..... 22

 Legal Action 22

 Misstatement of Age 22

GENERAL PROVISIONS

GLOSSARY OF TERMS

"Accidental Bodily Injury" means bodily harm which is unintended, unexpected and unforeseen caused solely by external, violent and accidental means and not contributed to by any other cause. The accidental bodily injury must occur while your coverage is in force.

"Actively at work" means that you must:

- (1) be able to do the normal tasks of your job on a full time basis for a full work day on the day your insurance (or an increase in the amount) is to begin; and
- (2) be able to do such tasks at one of your employer's normal places of business or at a location to which you must travel to do your job; and
- (3) not be absent from work because of sickness, disability or temporary lay-off.

"Benefit Calculation Date" is the date used to determine your Benefit Salary and age. For new employees, the Benefit Calculation Date is the date of employment. For all subsequent years the Benefit Calculation Date is administratively set immediately prior to the open enrollment period to allow for the preparation of materials for employees.

"Benefit Plan Year" initially is the period beginning on the plan effective date, July 1, 2005, and ending on December 31, 2005. Thereafter, each subsequent Benefit Plan Year shall begin on January 1 and end on December 31.

"Benefit Salary" means the amount of your salary used to calculate coverage amount and premiums for your employee life and AD&D coverage. Benefit salary includes your benefit salary and salary supplements that are regular, non-temporary, and do not exceed the amount on which retirement contributions are calculated. Benefit salary remains constant for the entire Plan Year.

"Change in Status" means: a change in status as defined in the regulations under Internal Revenue Code section 125, unless your Employer's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, your Employer may restrict the situations where you can change your coverage.

"Covered Accident" means accidental bodily injury that occurs while insurance is in effect and which results in a loss for which benefits are payable.

"Effective Benefit Salary" is the Benefit Salary that took effect according to the last scheduled effective date on which you were actively at work.

"Open Enrollment Period" means an annual enrollment period specified by Georgia Merit System during which you have an opportunity to enroll or change coverage.

EMPLOYEE ELIGIBILITY

You are eligible for insurance coverage if you are:

- a regular full-time employee of the State of Georgia, or of a State agency who works at least thirty (30) hours a week, on a continuing basis, and whose employment is expected to last at least nine (9) months. Certain categories of employees are specifically excluded: student, seasonal, part-time, short-term, and sheltered-workshop;
- a public-school teacher who is employed in a professionally certificated capacity, works half-time (50%) or more, and at least seventeen and one-half (17.5) hours per week, and is not considered a "temporary" or "emergency" employee;
- an employee of a local school system who holds a non-certificated position; who is eligible to participate in the Teachers Retirement System or its local equivalent; and who works at least twenty (20) hours a week (or 60% of the time necessary to carry out the duties of the position, if that's more than 20 hours per week);

- an employee who is eligible to participate in the Public School Employee Retirement System, as defined by Paragraph 20 of Section 47-4-2 of the Official Code of Georgia, Annotated; and who works at least fifteen (15) hours a week (or 60% of the time necessary normally required for these positions, if that is more than 15 hours per week);
- an employee of any county or regional library who works at least seventeen and one-half (17.5) hours per week;
- an employee who is in active employment and a member of the General Assembly, a constitutional officer, or an employee of an appropriate judicial branch;
- other employees deemed eligible by Federal and State of Georgia law.

COVERAGE EFFECTIVE DATE

Coverage under this group life and accidental death and dismemberment insurance plan will become effective on the scheduled effective date provided you are actively at work on that date. If you are not actively at work on that date, the coverage will begin the day you return to work.

The scheduled effective date for newly eligible employees who enroll is the first of the month following employment for the full preceding calendar month.

An eligible employee may enroll for coverage or change multiples of salary during an annual open enrollment period. New or changed coverage during an open enrollment period is scheduled to begin on the effective date of the plan year upon approval by Minnesota Life.

An eligible employee can also enroll, increase coverage or choose not to enroll within thirty-one (31) days of a change in status.

An employee can decrease or terminate coverage within ninety (90) days of a change in status.

If an employee enrolls for or increases coverage due to a change in status, evidence of insurability is required. The employee should ask the Plan Administrator for the effective date for a change in coverage due to a change in status.

Changes in coverage must be consistent with the change in status.

If the employee ends employment and is rehired within the same plan year, the employee may be insured on his or her eligibility date for the coverage the employee had under the plan when the employee ended employment. The employee cannot change his or her coverage until the next annual open enrollment period or a change in status.

PREMIUM PAYMENTS AND LEAVE WITHOUT PAY

Coverage is extended on a month by month basis. Premiums for coverage must be paid in advance of coverage. Normally, premiums are paid through payroll reduction/deduction in the month prior to coverage. When an employee is not in pay status, the employee must pay the monthly premium amount to the Flexible Benefits Program prior to the first of each coverage month.

If you cease to be Actively at Work due to:

- suspension without pay, or
- approved leave of absence without pay with respect to which you have a scheduled date of return,

your insurance may be continued through the twelfth (12th) calendar month through personal premium payments. However, if you are on a military leave, the twelve (12) month limit does not apply. Your insurance may be continued through personal premium payments until the end of such military leave.

If you are absent from work without pay for any reason, discuss continuing your insurance with your personnel officer. If your coverage is terminated for failure to pay premium, your re-enrollment will be in accordance with the regulations of the Employee Benefit Plan Council.

COVERAGE TERMINATION

Coverage under this plan terminates when any of the following conditions happen:

- (1) you are no longer eligible;
- (2) you are on suspension or an approved leave of absence without pay for more than twelve (12) months, except if you are on military leave;
- (3) you die;
- (4) you no longer pay premiums for the coverage; or
- (5) the policy is cancelled by Minnesota Life or the policyholder.

Any loss which occurs prior to the termination of coverage will not be affected.

EMPLOYEE LIFE INSURANCE

BENEFITS AVAILABLE

Life insurance coverage under this group plan is based on your annual Effective Benefit Salary and the multiple you choose. Eligibility for the salary multiple is as follows:

If you are under age sixty-five (65) upon the Benefit Calculation Date:

- a) you may enroll for coverage at one (1) times your Benefit Salary to a maximum of \$250,000; or
- b) you may enroll for coverage at two (2) times your Benefit Salary; or
- c) you may enroll for coverage at three (3) times your Benefit Salary; or
- d) you may enroll for coverage at four (4) times your Benefit Salary; or
- e) you may enroll for coverage at five (5) times your Benefit Salary; or
- f) you may enroll for coverage at six (6) times your Benefit Salary; or
- g) you may enroll for coverage at seven (7) times your Benefit Salary; and
- h) you may not enroll under this group plan for salary multiples which exceed an amount of \$500,000.

All amounts of life insurance will be rounded up to the next higher \$1,000 after the benefit is calculated.

ADEA (Age Discrimination In Employment Act/Age Reductions)

If you are age sixty-five (65) or older on the Benefit Calculation Date, you are eligible for a percentage of the amount as shown in the table below:

<u>Age*</u>	<u>% of Eligible Coverage Amount</u>
65 but less than 70	65%
70 but less than 75	43%
75 but less than 80	29%
80 but less than 85	19%
85 but less than 90	13%
90 but less than 95	9%
95 but less than 100	5%

*Age as of Benefit Calculation Date

All amounts of life insurance will be rounded up to the next higher \$1,000 after the benefit is calculated in accordance with this table.

Changes in the amount of your insurance due to age reductions will occur on the first day of the plan year following the Benefit Calculation Date on which your birthday for each age occurs as shown above. This applies as long as you continue to be an eligible participant in the plan.

BENEFIT SALARY CHANGES

Changes in the amount of your insurance due to a change in your Benefit Salary will take place on the first day of the plan year following the Benefit Calculation Date on which a change in your Benefit Salary is calculated provided you are actively at work.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required:

- (1) if you do not enroll within thirty-one (31) days of your initial eligibility period;
- (2) if you increase coverage multiples during an annual enrollment period or within thirty-one (31) days of a change in status;
- (3) if you enroll for coverage due to a change in status or during an annual enrollment period; or
- (4) if you select an amount of life insurance that exceeds \$100,000; however, this does not apply to you if you are a new employee who enrolls for the one (1) times benefit salary option when first eligible.

If Minnesota Life does not approve your application and evidence of insurability for an increase in earnings multiple during an annual enrollment period or due to a change in status, your former Benefit Salary multiple, if any, will be retained and you will not be insured for the increase in earnings multiple.

Coverage or any increase in coverage will become effective on the scheduled effective date, provided you are actively at work on that date. If you are not actively at work on that date, the coverage or increase in coverage will begin on the day you return to work. If you enroll or increase your coverage due to a change in status, coverage will become effective on the date provided by your Plan Administrator.

In the event of a covered loss (death, disability, dismemberment, and terminal illness) that occurs within two (2) years of approval through the medical underwriting process, Minnesota Life has the right to contest the accuracy of any information furnished. If false or inaccurate information is found which would have resulted in a decline of your application, you will not be insured for the insurance benefit amount requested and your claim will be denied. This contestable period is extended beyond two (2) years if fraudulent information was supplied.

BENEFICIARY

Primary beneficiary means the one you choose to receive the amount of your life insurance coverage when you die. You may name a person, trust or your estate as your primary beneficiary and a person, trust or your estate as your contingent beneficiary. Your contingent beneficiary means the one you choose to receive the amount of your life insurance coverage when you die if all of the named primary beneficiaries are deceased. In the event of simultaneous deaths of you and a beneficiary, the benefits will be paid as if you survived the beneficiary.

You must name your beneficiary on the Flexible Benefit Program Beneficiary Election Form provided by your personnel office. The signed form will take effect when you file with your department/agency. You may change your beneficiary at any time without the consent of your named beneficiary. The change will take effect when you file the new signed form with your department/agency.

If you name more than one beneficiary and you do not state the share that each beneficiary is to receive, each will be paid an equal share. If a beneficiary dies before you die, the share that beneficiary would have received will be equally distributed to the remaining surviving beneficiaries.

In any case in which you leave this group plan and convert to an individual policy and later return to coverage under this group plan, the latest beneficiary designation on file under this group plan with your department/agency will be given effect and govern over any other beneficiary designation.

If you do not name a beneficiary or all named beneficiaries are not living when you die, we will pay the death benefit to:

- (1) your lawful spouse, if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;

- (3) your parents in equal shares, if living, otherwise;
- (4) the personal representative of your estate.

DEPENDENT LIFE INSURANCE

BENEFITS AVAILABLE

If you are covered by the group life insurance policy, you may cover your eligible dependents. You may choose any option during the initial enrollment period and in accordance with the regulations governing the plan. If you and your spouse are eligible employees and enroll for coverage under this group life insurance plan, you may cover each other as dependents. In addition, both of you may enroll eligible children for dependent coverage.

The amount of life insurance on your spouse and/or children may not exceed 100% of your amount of group life insurance then in force.

Dependent life insurance is available in the following amounts:

Spouse Life Options

Option A	\$ 6,000*	Option E	\$100,000*
Option B	\$12,000*	Option F	\$150,000*
Option C	\$30,000*	Option G	\$200,000*
Option D	\$60,000*	Option H	\$250,000*

*If you are age sixty-five (65) or older, the amount of your spouse's insurance shall be reduced by the same percentage that your insurance is reduced based upon your age. This is described in the table found in the section entitled ADEA (Age Discrimination In Employment Act/Age Reductions) on page 6:

Child Life Options

For All Options:

Attained age at death:

- Live birth to 6 months: The lesser of: a) the elected dependent life option; or
- b) \$6,000

Option A

Attained age at death:

- 6 months to age 19 or to age 26
- if a full-time student - \$3,000

Option D

Attained age at death:

- 6 months to age 19 or to age 26
- if a full-time student - \$15,000

Option B

Attained age at death:

- 6 months to age 19 or to age 26
- if a full-time student - \$6,000

Option E

Attained age at death:

- 6 months to age 19 or to age 26
- if a full-time student - \$20,000

Option C

Attained age at death:

- 6 months to age 19 or to age 26
- if a full-time student - \$10,000

EVIDENCE OF INSURABILITY

If you do not enroll your spouse and/or children during the first open enrollment period, upon employment or within thirty-one (31) days following acquisition of a dependent, you cannot enroll these eligible dependents until the next open enrollment period or experience a change in status event. In this case, evidence of insurability must be submitted and approved for coverage for your spouse and/or children. If you acquire a new dependent child through birth or marriage and you already have eligible dependent children covered, you do not have to notify Minnesota Life or your personnel office. Each new dependent child will be automatically covered if you have dependent child coverage.

You must submit an application and evidence of insurability for approval to Minnesota Life if:

- (1) you do not enroll within thirty-one (31) days of eligibility; or
- (2) you enroll for or increase your spouse's or children's coverage during an annual enrollment period; or
- (3) you apply for an amount of spouse life insurance over \$30,000.

You may also enroll, increase the amount of coverage for your spouse and/or children or choose not to enroll your spouse and/or children within thirty-one (31) days of a change in status. Evidence of insurability will be required according to the above rules.

You can decrease or terminate your spouse's or children's coverage within ninety (90) days of a change in status.

You should ask your Plan Administrator for the effective date for a change in your spouse's and/or children's coverage due to a change in status.

Changes in coverage must be consistent with the change in status.

COVERAGE EFFECTIVE DATE

If you enroll your eligible dependents at the same time you enroll for insurance coverage, the dependent coverage will become effective at the time your life insurance becomes effective. If you enroll for dependent coverage after your life insurance coverage is in effect, the dependent coverage will become effective the first of the month following the date of payment of the appropriate premium once Minnesota Life approves your dependent's evidence of insurability.

If you enroll for dependent coverage within thirty-one (31) days of a change in status, dependent coverage will become effective on the date provided by the Plan Administrator, but not before any required evidence of insurability is approved by Minnesota Life.

Coverage for an eligible spouse or dependent child, however, cannot begin while that spouse or dependent child is confined in a hospital or while the spouse is receiving hospice care. In this case, coverage will begin on the day after the spouse or dependent child is discharged from the hospital or when the spouse is discharged from hospice care and premium payment has been made. But this does not apply to newborn children. Newborn children are insured from live birth.

ELIGIBLE DEPENDENTS

Your eligible dependents are:

- (1) your spouse, if you are not legally separated or divorced; and
- (2) your unmarried;
 - a) natural and adopted children, regardless of whether they reside in the household with you; and
 - b) stepchildren who reside in the household with you for 180 days or more per year in a normal parent-child relationship; and
 - c) other children for whom you have legal guardianship or custody who reside in the household with you in a normal parent-child relationship.

your unmarried children as defined above, must also be:

- a) from live birth but less than nineteen (19) years; or
- b) age nineteen (19) but less than twenty-six (26) years and are:
 - i) dependent on you for support; and
 - ii) full-time students in a post-secondary institution of higher learning; or
 - iii) eligible to be full-time students in a post-secondary institution of higher learning, but due to an injury or sickness, are prevented from being a full-time student.

Your unmarried handicapped dependent children who are over age nineteen (19) are also eligible if they are:

- (1) physically or mentally incapable of self-support and were incapable of self-support prior to the date their insurance under the policy would otherwise have terminated; and
- (2) dependent upon you for more than one-half of their support and maintenance.

You may not insure a dependent child and a child's coverage immediately terminates when the child is:

- (1) on active duty with the Armed Forces of any country; or
- (2) eligible to be insured under the group life insurance policy as an employee.

COVERAGE TERMINATION

Coverage for eligible dependents ends on the date your employee group life insurance ends. Insurance for any one dependent will end on the date he or she ceases to be an eligible dependent. It is your responsibility to monitor your child's eligibility and notify us when their coverage ends. No claim will be paid on an ineligible child even if you continued to pay premium for such child.

BENEFICIARY

You are the beneficiary of all dependent life insurance coverages.

SUICIDE

If your spouse dies as the result of suicide within one (1) year after the effective date of his or her insurance, the benefit amount payable will be limited to the premiums paid for his or her insurance. If your spouse dies as a result of suicide within one (1) year after the effective date of any increased insurance level, the benefit amount payable will be limited to the amount of insurance in effect prior to the increase.

LIFE INSURANCE PAYMENTS AND CONTINUATIONS

Death Benefits will be paid by Minnesota Life upon the death of an individual who is covered under the policy at the time of death. The benefit payment at the death of your spouse or child will be the amount listed in Dependent Life Benefits Available.

Minnesota Life will pay the amount at your death in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year compounded annually, or the minimum required by state law, whichever is greater. Minnesota Life will pay to you the scheduled amount at the death of your spouse or child. If you are not living when payment is to be made, your estate will be paid.

DISABILITY

If you become totally disabled, death benefits may be continued under certain conditions after premium payments are stopped.

The conditions and requirements that you must meet to have the death benefit continued are described in the following subsections.

If you have been approved for Life Waiver of Premium, you must complete and file a Beneficiary Election form with Minnesota Life. In this case, the Beneficiary Election Form filed with Minnesota Life will take effect upon Minnesota Life's receipt of the form. If you are no longer disabled and return to State employment, you must complete another Beneficiary Election Form and file it with your employing department/agency.

You first need to know the definition of the following terms as they apply to this section.

1. "Totally Disabled" means that you are not able to engage in any business or job for which you are suited by education, training or experience. The disability must: (a) be caused by injury or sickness; and (b) begin while you are covered for the life insurance provided by the group policy. You will not be deemed to be totally disabled while you are engaged in a business or job for pay or profit.

2. "Amount of Continued Death Benefit" means the amount of life insurance coverage that you had when you became totally disabled reduced by the amount of any Accelerated Benefits which have been paid to you.

TOTAL DISABILITY - ANNUAL PROOF (WAIVER OF PREMIUM)

If you become totally disabled, you are eligible for your Continued Death Benefit without premium payment. In order to meet the requirements of this provision you must submit proof of your total disability and have it approved by Minnesota Life. Your first proof must be filed between the 9th and 12th month of total disability. You must continue your premium payments until you file proof and Minnesota Life approves your total disability. These limits will not apply during any time you or your authorized representative lack the legal capacity to give Minnesota Life proof of claim. In no event will you receive a refund of premium; rather, the waiver of premium will begin only after your disability claim is approved by Minnesota Life.

Minnesota Life will ask you to submit continuing proof of total disability at reasonable intervals. After two (2) years, Minnesota Life will not require proof more often than once a year.

Minnesota Life may require you to be examined by a doctor approved by them as part of the proof. Minnesota Life will not require you to be examined more than once a year after the insurance has extended to two (2) full years.

The Amount of Continued Death Benefit will be paid when your death occurs at any time after premium payments are stopped if you meet the following requirements:

- (1) you become totally disabled while insured;
- (2) you become totally disabled before you reach age sixty (60);
- (3) you stay totally disabled until your death; and
- (4) due proof is furnished to Minnesota Life within one (1) year after the date of your death that: (i) you have been totally disabled for nine (9) months, (ii) you have met the requirements listed above, and (iii) you died within twelve (12) months of the date of the last proof.

This Amount of Continued Death Benefit will not increase. This amount will reduce or cease at any time it would reduce or cease if you had not been totally disabled.

The Death Benefit based on total disability will automatically end if:

- (1) you recover and you are no longer disabled;
- (2) you fail to give the proper proof that you are totally disabled;
- (3) you refuse to have an examination by a doctor chosen by Minnesota Life; or
- (4) you reach age sixty-five (65).

This waiver of premium provision does not apply if you have ported your coverage as described in the "Life Insurance Portability Privileges" section on page 13.

TOTAL DISABILITY - ONE YEAR CONTINUANCE

If your death occurs within one (1) year after premium payments are stopped, the Amount of Continued Death Benefit will be paid if the following requirements are met:

- (1) you become totally disabled while insured;
- (2) you become totally disabled before you reach age sixty-five (65);
- (3) you stay totally disabled until your death; and
- (4) due proof is furnished to Minnesota Life within one (1) year after your death that you met the requirements listed above.

This Amount of Continued Death Benefit will not increase. This amount will reduce or cease at any time it would reduce or cease if you had not been totally disabled.

This one year continuance does not apply if you have ported your coverage as described in the "Life Insurance Portability Privileges" section on page 13.

CONTINUED DEATH BENEFIT AND CONVERSION PRIVILEGE

You may use the life conversion privilege when your life insurance terminates while you are satisfying the total disability requirements or when the one (1) year continuance ceases. Please refer to the Conversion Privilege section for rules. You are not entitled to conversion if you return to work and you are again eligible for the life insurance under the Policy.

If an individual life insurance policy is issued to you, the Continued Death Benefit will be paid only if the individual policy is returned for surrender to Minnesota Life prior to your death. Minnesota Life will refund all premiums paid for the individual policy, less any loans. The Amount of Continued Death Benefit will be paid to your named beneficiary for employee group life insurance. If, however, you named a new beneficiary for the individual policy and the policy is returned to Minnesota Life for a refund, the latest beneficiary designation on file under this group plan with your department/agency will be given effect and govern over any other beneficiary designation.

SUICIDE

If you die as the result of suicide within one (1) year after the effective date of your initial enrollment in this life insurance, the benefit amount payable will be limited to the premiums paid for this life insurance. If you die as a result of suicide within one (1) year after the effective date of any increased insurance level, the benefit amount payable will be limited to the former Benefit Salary multiple, if any.

ASSIGNMENT

You may not assign your life insurance benefits. This means you may not give or transfer the life insurance to anyone else.

ACCELERATED BENEFITS

If you, your spouse or your child has a "Terminal Condition" while insured by the Group Policy, you may request a full or partial payment of the applicable Death Benefit. The minimum death benefit to be eligible for an accelerated benefit is the lesser of: a) \$10,000; or b) 100% of the amount of the applicable Death Benefit. If you elect to receive only a partial accelerated benefit, the remaining death benefit under the certificate must be at least \$25,000.

Benefits paid may be taxable. If so, you or your beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit. Receipt of these benefits may also adversely affect eligibility for Medicaid or other government benefits or entitlements.

Before any benefit can be paid, Minnesota Life must be given satisfactory evidence that the life expectancy, because of sickness or accident, has been reduced to less than twelve (12) months. That evidence must include certification by a physician.

When you submit certification of life expectancy, Minnesota Life may require the terminally ill individual to be examined at its expense and by a physician chosen by Minnesota Life.

Your rights to exercise options and receive payments are subject to the following:

- (1) life insurance must be in force under the Group Policy and all premiums due must be fully paid;
- (2) the request must be made in writing and in a form which is satisfactory to Minnesota Life;
- (3) the person must be terminally ill at the time of payment of the Accelerated Benefit.

Accelerated death benefits are available to you on a voluntary basis. You are not required to access proceeds. Therefore, you are not eligible for benefits if:

- (1) you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) you are required by a government agency to use this benefit in order to apply for, obtain, or otherwise keep a government benefit or entitlement.

The accelerated benefit will be paid to you in a lump sum or any other mutually agreeable manner.

Election to receive an Accelerated Benefit will have the following effect on other benefits:

- (1) the Death Benefit payable will be reduced by any amount of Accelerated Benefit that has been paid;
- (2) any amount of insurance that would be continued under a total disability continuation provision or that may be available under the Conversion Privilege will be reduced by the amount of the Accelerated Benefit paid; and
- (3) if a full accelerated benefit is chosen, life insurance will terminate for that individual.

"Terminal Condition" as used in this section, means a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

LIFE INSURANCE PORTABILITY PRIVILEGES

If your employment ends, you retire from your employer, you begin working less than the minimum number of hours as described under "Employee Eligibility" in this group plan, or if your approved Leave of Absence without pay for twelve (12) months ends and you have paid the costs of coverage during the twelve (12) month leave period, you may elect portable coverage for your employee life and dependent life. However, you may not elect portable coverage if leaving work due to an injury or sickness.

The portable coverage will be the current coverage amount for which you and your dependents are insured for under the employer's group plan. However, the amount of your portable coverage will not be more than \$500,000. The waiver of premium provision and the one year continuation of insurance do not apply to ported coverage.

The maximum amount of portable coverage for your spouse will be the lesser of:

- (1) the highest amount of life insurance available for spouses under the plan; or
- (2) 100% of your amount of portable coverage.

The maximum amount of portable coverage for your child will be the lesser of:

- (1) the highest amount of life insurance available for children under the plan; or
- (2) 100% of your amount of portable coverage.

The minimum amount of portable coverage that you may elect for yourself is the lesser of:

- (1) one (1) times Benefit Salary; or
- (2) \$10,000.

The minimum amount of portable coverage that you may elect for your spouse is \$6,000 and for your child, \$3,000.

You must apply for portable coverage for employee life, spouse and/or child life insurance and pay the first premium within thirty-one (31) days after the date:

- (1) your coverage ends due to the cessation of employment (i.e. termination, resignation or retirement);
- (2) you begin working less than the minimum number of hours as described under "Employee Eligibility" in this group plan; or
- (3) your approved Leave of Absence without pay for twelve (12) months ends.

If you or your covered dependents die within the thirty-one (31) day portable life protection enrollment application period, Minnesota Life will pay you or your beneficiary(ies) the amount of insurance that could have been ported.

In the event of your death during the 31 day application period, the eligible dependent who wants to continue coverage through the portability privilege must apply for the coverage and remit the first premium payment within 31 days of your death. All other conditions of the portability privilege must also be met.

You are **not** eligible to apply for portable coverage if:

- (1) you are leaving work due to an injury or sickness;
- (2) the group policy is cancelled; or

- (3) you failed to pay the required premium under the terms of this group plan.

You are **not** eligible to apply for portable coverage for a dependent if:

- (1) you are leaving work due to an injury or sickness;
- (2) your dependent has an injury or sickness;
- (3) the group policy is cancelled;
- (4) you failed to pay the required premium under the terms of this group plan; or
- (5) you choose not to enroll in portable life protection.

In case of your death, a dependent is not eligible to apply for portable coverage if:

- (1) your surviving spouse is not insured under this group plan;
- (2) your dependent has an injury or sickness;
- (3) the group policy is cancelled; or
- (4) you failed to pay the required premium under the terms of this group plan for your dependents.

You and your dependents may increase or decrease the amount of life insurance coverage subject to the minimums and maximums described previously. All increases are subject to evidence of insurability and will occur on the anniversary of the portable life protection coverage. Evidence of insurability will be at your own expense. Portable coverage will reduce at the ages and amounts shown in the table on page 6 of this booklet.

Your portable coverage will end the date you fail to pay any required premium.

Portable coverage for a dependent will end for the following reasons:

- (1) the date you or your dependent fail to pay any required premium; or
- (2) the date the dependent child no longer qualifies as a dependent; or
- (3) the date the surviving spouse dies.

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

If you leave the group plan and elect portable coverage, then you return to work, and again become insured under the group policy, you must terminate your ported coverage no later than 12:00 midnight on the day before you become insured under the group plan.

Minnesota Life may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- (1) changes occur in the coverage levels;
- (2) changes occur in the overall use of benefits by all insureds;
- (3) changes occur in other risk factors; or
- (4) a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Minnesota Life's underwriting risk studies. Minnesota Life will notify the insured in writing at least thirty-one (31) days before a premium rate is changed.

APPLYING FOR PORTABILITY

You or your dependents are responsible for contacting Minnesota Life to obtain an application for portability. If interested, you should call Minnesota Life Atlanta Branch Office at 1-800-660-2519. Information about the cost will be furnished by Minnesota Life.

When you complete the application, send it with the first premium amount to:

Minnesota Life Atlanta Branch Office
P. O. Box 56307
Atlanta, GA 30343

APPLYING FOR CONVERSION IF PORTABLE LIFE COVERAGE IS NOT AVAILABLE

If you or your covered dependent are not eligible to apply for portable life coverage, then you or your covered dependent may qualify for conversion coverage. (Refer to Continued Death Benefit and Conversion Privileges under this group plan.)

Minnesota Life will provide conversion applications to you or your dependent upon request. The conversion application form will include cost information.

You must complete the conversion application and send it within thirty-one (31) days of the loss of coverage with the first premium amount to:

Minnesota Life Atlanta Branch Office
P. O. Box 56307
Atlanta, GA 30343

CONVERSION PRIVILEGE

Upon termination of coverage under this group life insurance plan, you and your dependents can convert your life insurance coverages under this group life insurance plan to individual policies, without evidence of insurability. The maximum conversion amounts are the amounts you and your dependents are insured for under this group life insurance plan. You may convert a lower amount of life insurance. The first premium and the written application must be filed with Minnesota Life within thirty-one (31) days of the date your coverage ends under this group life insurance plan when:

- (1) for you, your employment ends or you are no longer eligible to participate in the coverage of the group policy; or
- (2) for your dependents, they are no longer eligible to participate in the coverage of the group policy or upon your death.

If you convert to an individual policy and then return to work and again become insured under this group life insurance plan, you will not be entitled to duplicate the conversion policy.

Converted insurance may be of any type of individual policy of life insurance then customarily issued by Minnesota Life for purposes of conversion except for term life insurance. It cannot contain disability or other extra benefits.

LIMITED CONVERSION IF STATE CANCELS POLICY

You and your dependents may convert a limited amount of life insurance if you have been enrolled in this Minnesota Life Insurance Program for at least five (5) years and the State of Georgia:

- (1) cancels the group policy with Minnesota Life; or
- (2) changes the policy so that you are no longer eligible.

The individual policy maximum for each of you will be the lesser of:

- (1) \$10,000; or
- (2) your or your dependent's coverage amounts under this group life insurance plan less any amounts that become available under any other group plan offered by the State of Georgia within thirty-one (31) days after Minnesota Life's cancellation.

PREMIUMS

Premiums for the converted insurance will be based on:

- (1) the age at the person's nearest birthday on the effective date of that policy;
- (2) the type and amount of insurance to be converted;
- (3) Minnesota Life's customary rates in use at that time; and

(4) the class of risk to which the person belongs.

If the premium payment has been made, the individual policy will be effective at the end of the thirty-one (31) day application period.

DEATH DURING THE THIRTY-ONE DAY CONVERSION PERIOD

If you or your dependents die within the thirty-one (31) day conversion period, Minnesota Life will pay the beneficiary designated under the group policy, not the individual conversion policy, the amount of insurance that could have been converted. This coverage is available whether or not you or your dependents have applied for an individual conversion policy.

APPLYING FOR CONVERSION

You or your dependents are responsible for contacting Minnesota Life to obtain an application for conversion. If interested, you should call Minnesota Life Atlanta Branch Office at 1-800-660-2519.

Information about the cost will be furnished by Minnesota Life.

When you complete the application, send it with the first premium amount to:

Minnesota Life Atlanta Branch Office
P. O. Box 56307
Atlanta, GA 30343

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

BENEFITS AVAILABLE - COVERAGE AMOUNT

Benefits under the policy are available for the employee only. No coverages are included for your spouse or child(ren). The insurance coverage amount under the policy is based on your annual Benefit Salary and the multiple you choose. You are eligible to enroll for coverage at one (1) times, two (2) times, three (3) times, four (4) times, five (5) times, six (6) times or seven (7) times your Benefit Salary, subject to the maximum of \$500,000.

Your Coverage Amount is subject to the percentages shown in the following table:

<u>% of Eligible Coverage Amount</u>		
<u>Age*</u>	<u>Accidental Death and Dismemberment</u>	<u>Permanent Total Disability</u>
Less than 75	100%	100%
75 or more but less than 80	50%	20%
80 or more	25%	10%

*Age as of Benefit Calculation Date

All amounts of accidental death and dismemberment insurance will be rounded up to the next higher \$1,000 after the benefit is calculated in accordance with this table.

Changes in the amount of your insurance due to age reductions will occur on the first day of the plan year following the Benefit Calculation Date on which your birthday for each age occurs as shown above. This applies as long as you continue to be an eligible participant in the plan.

LOSS OF LIFE, LIMB, SIGHT, SPEECH OR HEARING

If accidental bodily injury results in any one of the following specific losses within one (1) year from the date of the covered accident, Minnesota Life will pay the benefit specified. However, only one (1) benefit (the larger) will be paid for more than one (1) loss resulting from any one (1) covered accident.

Loss of Life.....	Coverage Amount
Loss of Two or More Members*.....	Coverage Amount
Loss of Speech and Hearing*.....	Coverage Amount
Loss of One Member	One-Half The Coverage Amount
Loss of Speech or Hearing	One-Half The Coverage Amount
Loss of Thumb and Index Finger of the Same Hand*.....	One-Fourth The Coverage Amount

*loss caused from the same accident

"Member" means hand, foot, or eye.

"Loss" means, with regard to:

- a. hand or foot, actual severance through or above the wrist or ankle joint, without reattachment;
- b. eye, entire and irrecoverable loss of sight;
- c. speech, entire and irrecoverable loss of function;
- d. hearing, entire and irrecoverable loss of function;
- e. thumb and index finger, actual severance through or above the metacarpophalangeal joint, without reattachment.

PERMANENT TOTAL DISABILITY

You first need to know the definition of the following terms as they apply to this section:

"Total Disability" means you are not able, due to accidental bodily injury, to perform all of the material duties of your occupation for a period of twelve (12) continuous months. After twelve (12) months, Total Disability means the same as Permanent Total Disability.

"Permanent Total Disability" means you are not able due to accidental bodily injury, to perform the duties of any occupation for which you are suited by education, training or experience.

If you become Permanently and Totally Disabled as herein defined while covered for Accidental Death & Dismemberment under the policy, you will be paid each month 1% of your Coverage Amount. This provision applies if all of the following occur:

- (1) you become totally disabled within 180 days following the date of the covered accident;
- (2) the total disability continued for a period of twelve (12) consecutive months after onset; and
- (3) it is shown by proper medical authority at the end of these twelve (12) months that disability is continuous and permanent, presumably lasting for life.

The amount to be paid under this provision will be less any other Accidental Death & Dismemberment benefit paid or payable as the result of the same covered accident. Benefits commence following Minnesota Life's approval of your Permanent Total Disability claim.

The total of all benefits paid or payable cannot exceed your Coverage Amount. If death occurs while such payments are being made, your beneficiary will be paid an amount equal to the balance of your Coverage Amount. The amount will be the difference between your Coverage Amount and the total of all monthly payments made already.

Minnesota Life has the right to have a doctor of its choice examine you as often as necessary to determine continued disability. This section applies while a claim is pending or benefits are being paid.

RESERVE -- NATIONAL GUARD COVERAGE

Coverage will apply while you are a member of an organized Reserve Corps or National Guard Unit and are:

- (1) attending any active duty training of less than sixty (60) days or enroute to or from that training; or
- (2) attending a service school no matter how long it is, or enroute to or from that school; or

- (3) taking part in any authorized inactive duty training; or
- (4) taking part as a unit member in a parade or exhibition authorized by official orders.

EXPOSURE AND DISAPPEARANCE

If you are exposed to the elements due to a covered accident and sustain a loss for which benefits would otherwise be payable, Minnesota Life will pay for that loss.

Minnesota Life will presume you have suffered loss of life due to a covered accident if:

- (1) you are riding in a conveyance that is involved in a covered accident; and
- (2) as a result of the covered accident, the conveyance is wrecked, sinks or disappears; and
- (3) your body is not found within one (1) year of the accident.

REPATRIATION BENEFIT

Minnesota Life will pay up to \$5,000 for the preparation and transportation of your body to a mortuary, if, as the result of a covered accident, you suffer loss of life at least 75 miles away from your principle place of residence.

SEATBELT(S) AND AIR BAG BENEFIT

Minnesota Life will pay an additional accidental death benefit if you sustain an injury which causes a loss of life while you are driving or riding in a Private Passenger Car, provided:

For seatbelt(s) - \$10,000:

- (1) the Private Passenger Car is equipped with seatbelt(s); and
- (2) the seatbelt(s) were in actual use and properly fastened at the time of the covered accident; and

the position of the seatbelt(s) are certified in the official report of the covered accident, or by the investigating officer. A copy of the police accident report must be submitted with the claim.

If such certification is not available, and it is unclear whether you were properly wearing seatbelt(s), then Minnesota Life will pay a fixed benefit of \$1,000.

For Air Bag - \$5,000:

- (1) the Private Passenger Car is equipped with a single air bag and you are the driver; or
- (2) the Private Passenger Car is equipped with an air bag for both the driver and an air bag for front passenger seat and you are the driver or front seat passenger; or
- (3) the Private Passenger Car is equipped with an air bag for the driver seat, air bag for the front passenger seat and air bags for rear passenger seats and you are the driver, front seat passenger or rear seat passenger; and
- (4) the seatbelt(s) must be in actual use and properly fastened at the time of the covered accident.

No benefit will be paid if you are the driver of the Private Passenger Car and do not hold a current and valid driver's license.

The covered accident causing your loss of life must occur while you are insured under the policy.

PILOT OR CREW MEMBER BENEFIT

Minnesota Life will cover you if you are employed as a pilot or crew member for the Employer, for loss while riding as a pilot or crew member of (including getting into and out of) an aircraft that is:

- (1) a tested and approved civilian aircraft; and
- (2) owned, or operated by or on behalf of the Employer; and
- (3) being used at the time for travel that is authorized by or at the direction of the Employer for the purpose of furthering the Employer's business; and
- (4) operated by the then current rules of the authority having jurisdiction over the operation of the aircraft.

EXCLUSIONS

The policy does not cover any loss:

- (a) caused by or resulting from war, declared, undeclared, or any act of war; or
- (b) from an accident that occurs while you are in the armed forces of any country, except as shown under Reserve – National Guard Coverage; or
- (c) caused by or resulting from you riding in, getting into or out of any aircraft EXCEPT if:
 - i. the aircraft is any tested and approved civilian aircraft;
 - ii. the aircraft is being used at the time for transportation of passengers;
 - iii. the aircraft is operated by the then current rules of the authority having jurisdiction over the operation of the aircraft; and
 - iv. you are a passenger; or you are employed as, and acting as, a pilot or crew member for the STATE OF GEORGIA; or
- (d) to which sickness or disease is a contributing factor; or
- (e) caused by intentionally self-inflicted injuries; or
- (f) caused by suicide; or
- (g) voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for you by a doctor and taken in the prescribed manner; or
- (h) committing or attempting to commit an assault or a felony; or
- (i) caused by a motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of the outcome of any legal proceedings connected there to.

BENEFICIARY

Primary beneficiary means the one you choose to receive the amount of your accidental death insurance coverage when you die. You may name a person, trust, or your estate as your primary beneficiary and a person, trust, or your estate as your contingent beneficiary. Your contingent beneficiary means the one you choose to receive the amount of your accidental death insurance coverage when you die if all of the named primary beneficiaries are deceased. In the event of simultaneous deaths of you and a beneficiary, the benefits will be paid as if you survived the beneficiary.

You must name your beneficiary on the Flexible Benefit Program Beneficiary Election Form provided by your personnel office. The signed form will take effect when you file it with your department/agency. You may change your beneficiary at any time without the consent of your named beneficiary. The change will take effect when you file the new signed form with your department/agency.

If you name more than one beneficiary and you do not state the share that each beneficiary is to receive, each will be paid an equal share. If a beneficiary dies before you die, the share that beneficiary would have received will be equally distributed to the remaining surviving beneficiaries.

You are the beneficiary of any payments under the dismemberment and disability provisions.

If you do not name a beneficiary or all named beneficiaries are not living when you die, we will pay the death benefit to:

- (1) your lawful spouse, if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) the personal representative of your estate.

ASSIGNMENT

You may not assign your benefits under the policy. This means you may not give or transfer the insurance to anyone else.

ACCIDENTAL DEATH AND DISMEMBERMENT PORTABILITY

If your employment ends, you retire from your employer, you begin working less than the minimum number of hours as described under "Employee Eligibility" in this group plan, or if your approved Leave of Absence without pay for twelve (12) months ends and you have paid the costs of coverage during the twelve (12) month leave period, you may elect portable coverage.

The portable coverage will be the current coverage amount for which you are insured for under the employer's group plan. However, the amount of your portable coverage will not be more than the lower of:

- (1) the amount of the Accidental Death and Dismemberment Benefit applicable to you; or
- (2) \$150,000.

The ported coverage will:

- (1) take effect at the end of the thirty-one (31) day period during which your application may be made; and
- (2) be issued without evidence of insurability.

You must apply for portable coverage and pay the first premium within thirty-one (31) days after the date:

- (1) your coverage ends due to the cessation of employment (i.e. termination, resignation or retirement);
- (2) you begin working less than the minimum number of hours as described under "Employee Eligibility" in this group plan; or
- (3) your approved Leave of Absence without pay for twelve (12) months ends.

If you die from a covered accident within the thirty-one (31) day portable protection enrollment application period, Minnesota Life will pay your beneficiary(ies) the amount of insurance that could have been ported.

You are **not** eligible to apply for portable coverage if:

- (1) the group policy is cancelled; or
- (2) you failed to pay the required premium under the terms of this group plan.

The ported coverage is subject to the percentages shown in the following table:

<u>% of Eligible Coverage Amount</u>		
Age*	<u>Accidental Death and Dismemberment</u>	<u>Permanent Total Disability</u>
Less than 75	100%	100%
75 or more but less than 80	50%	20%
80 or more	25%	10%

*Age as of Benefit Calculation Date

You may increase or decrease the amount of AD&D insurance coverage subject to the minimums and maximums described previously. Evidence of insurability is not required. Changes will occur on the anniversary of the portable AD&D protection coverage. Portable coverage will reduce at the ages and amounts shown in the table shown above.

Your portable coverage will end the date you fail to pay any required premium.

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

If you leave the group plan and elect portable coverage, then you return to work, and again become insured under the group policy, you must terminate your ported coverage no later than 12:00 midnight on the day before you become insured under the group plan.

Minnesota Life may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- (1) changes occur in the coverage levels;
- (2) changes occur in the overall use of benefits by all insureds;
- (3) changes occur in other risk factors; or
- (4) a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Minnesota Life's underwriting risk studies. Minnesota Life will notify the insured in writing at least thirty-one (31) days before a premium rate is changed.

APPLYING FOR PORTABILITY

You are responsible for contacting Minnesota Life to obtain an application for portability. If interested, you should call Minnesota Life Atlanta Branch Office at 1-800-660-2519.

Information about the cost will be furnished by Minnesota Life.

When you complete the application, send it with the first premium amount to:

Minnesota Life Atlanta Branch Office
P. O. Box 56307
Atlanta, GA 30343

FILING A CLAIM

HOW TO FILE A CLAIM

In the event of a claim, you or your beneficiary should notify and obtain a claim form from the State of Georgia's Flexible Benefit Program website, www.gms.state.ga.us, or by calling Minnesota Life Atlanta Branch Office at 1-800-660-2519. You or your beneficiary will be provided the appropriate claim form(s). You will be provided with instructions on how to complete and where to send the form(s).

NOTICE AND PROOF OF CLAIM

- **Notice of Claim**

Notice of a claim must be given to Minnesota Life within thirty (30) days after the date of loss on which claim is based. If that is not possible, Minnesota Life must be notified as soon as it is reasonably possible to do so.

- **The Claim Form**

When Minnesota Life has received notice of claim, Minnesota Life will send the claim forms unless the employer has already provided them. If the claim forms are not received by you within fifteen (15) working days after notice is provided, written proof of claim can be sent to Minnesota Life without waiting for the forms.

- **Proof of Claim**

- (1) Proof of claim must be given to Minnesota Life no later than ninety (90) days after the date of loss. A certified copy of a death certificate must be given to Minnesota Life for proof of death.
- (2) If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible. But proof of claim may not be given later than one (1) year after the time proof is otherwise required, except if you or your beneficiary are legally unable to notify Minnesota Life.
- (3) the proof must cover:
 - a. what the loss is;
 - b. the date of the loss; and
 - c. the cause of the loss.
- (4) Minnesota Life may require, as part of the proof, authorization to obtain medical and non-medical information.

PAYMENT OF CLAIM

If you die, death benefits and any other accrued benefits will be paid to the beneficiary on file with your department/agency. If no beneficiary is named, payment will be made according to the section entitled "Beneficiary" on pages 7 and 19.

Payment will be made after written proof of loss is received and approved by Minnesota Life. Benefits that provide for periodic payments will be made monthly.

LEGAL ACTION

No lawsuit or action in equity can be brought to recover on the policy: (a) before sixty (60) days following the date proof of loss was furnished to Minnesota Life; or (b) after three (3) years following the date proof of loss is required.

MISSTATEMENT OF AGE

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.